

**Certificate of Notice Page 1 of 4**  
United States Bankruptcy Court  
Eastern District of Pennsylvania

In re:  
Beverly A Kelly  
Debtor

Case No. 18-13982-mdc  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: DonnaR  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Nov 08, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 10, 2018.

db +Beverly A Kelly, 366 Blanchard Road, Drexel Hill, PA 19026-3507

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 10, 2018

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 8, 2018 at the address(es) listed below:

JEROME B. BLANK on behalf of Creditor WELLS FARGO BANK, NA paeb@fedphe.com  
KEVIN G. MCDONALD on behalf of Creditor Toyota Motor Credit Corporation  
bkgroup@kmlawgroup.com  
MARIO J. HANYON on behalf of Creditor Wells Fargo Bank, NA paeb@fedphe.com  
REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation  
bkgroup@kmlawgroup.com  
ROBERT H. HOLBER on behalf of Debtor Beverly A Kelly rholber@holber.com  
United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Beverly A Kelly	<u>Debtor</u>	CHAPTER 13
Toyota Motor Credit Corporation	<u>Movant</u>	
vs.		NO. 18-13982 MDC
Beverly A Kelly	<u>Debtor</u>	
Shawn Kelly	<u>Co-Debtor</u>	11 U.S.C. Sections 362 and 1301
William C. Miller Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtors' vehicle is \$1,849.59, which breaks down as follows;

Post-Petition Payments:	July 2, 2018 to October 2, 2018 at \$616.53/month
Suspense Balance:	\$616.53
<b>Total Post-Petition Arrears</b>	<b>\$1,849.59</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on November 2, 2018 and continuing through April 2, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$616.53 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the second (2<sup>nd</sup>) day of each month, plus an installment payment of \$308.27 for November 2, 2018 to March 2, 2018 and \$308.24 for April 2, 2018 towards the arrearages on or before the last day of each month at the address below;

TMCC  
P.O. Box 5855  
Carol Stream, IL 60197-5855

b). Maintenance of current monthly vehicle payments to the Movant thereafter.

Oct. 30. 2018 11:58 AM

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3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 12, 2018

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: \_\_\_\_\_

Robert H. Holber, Esquire  
Attorney for Debtors

Date: 11/7/18

William G. Miller, Esquire  
Attorney for Debtors

Beverly A. Kelly

Date: 10/30/18

\*without prejudice to any  
trustee rights or remedies

Approved by the Court this 8th day of November, 2018. However, the court retains discretion regarding entry of any further order.



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Bankruptcy Judge  
Magdeline D. Coleman